## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

CLERK, U. S. DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

FILED

(I-(I-2007)

MICHAEL N. MILBY, CLERK
BY DEPUTY

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§	CIVIL ACTION H-05-4081
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#### VERDICT FORM

THE JURY MUST UNANIMOUSLY AGREE ON THE ANSWERS TO ALL OF THE QUESTIONS. THIS COMPLETED SPECIAL VERDICT FORM MUST BE SIGNED AND DATED BY THE PRESIDING JUROR.

#### Question 1:

Did Gyro-Trac terminate the Rowmec dealership without cause?

Answer "Yes" or "No":

Exhibit O

# Question 2:

Did Gyro-Trac fail to comply with the 2003 Agreement?

Answer "Yes" or "No:"

YES

If your answer to Question No. 1 or 2 is "yes," then answer Question No. 3. Otherwise do not answer Question 3.

### Question 3

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Rowmec for its damages, if any, that resulted from Gyro-Trac's failure to comply or termination of the dealership without cause?

Consider the following elements of damages, if any, and none other.

Lost profits that, in reasonable probability, have been sustained from date of termination and will be sustained in the future.

Answer:

\$ 3,600,000.00

Question 4	
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Did Rowmec fail to comply with the 2003 Agreement?

Answer "Yes" or "No:"

NO